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Collective Bargaining Agreements

3-1-1938

American Stores Company and Retail Clerks International Protective Association, Local 1245, AFL (1938)

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American Stores Company and Retail Clerks International Protective Association, Local 1245, AFL (1938)

Location

Jersey City, NJ

Effective Date

3-1-1938

Expiration Date

3-1-1940

Employer

American Stores Company

Union

Retail Clerks International Protective Association

Union Local

1245

NAICS

44

Sector

Private

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Comments

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RETAIL GROCERY AND FOOD CLERKS
LOCAL #1245, R.C.I.P.A., A.F.O.F.L.

*WITH-

AMERICAN STORES COMPANY
PHILADELPHIA

*-----



3-1-40

A G R E E M E N T

Retail Clerks #1245
Jersey City, N. J.
12/31/34

Memorandum of Agreement by and between the AMERICAN STORES COMPANY, of Philadelphia, and Local #1245 of the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, of New Jersey, affiliated with the American Federation of Labor, wherein both parties agree in good faith to abide by the provisions herein set forth for a period of two years from date, and so long as its terms and conditions may continue to be mutually acceptable.

Section I. Both parties to this understanding recognize and subscribe to the principle that the interests of the consuming public are superior to those of either party, and that neither party can prosper save as it shall merit the confidence and good will of consumers by the excellence and dependability of the service jointly furnished in the preparation and distribution of foodstuffs.

It is further recognized by both parties that the principle of collective bargaining can be made to function helpfully only if problems of mutual concern shall be considered in a spirit of good faith and tolerant understanding by all of the factors involved.

It is further recognized by both parties that the enactment of new laws and taxes have imposed burdens of unusual gravity upon the Company, which cannot but react to the disadvantage of both parties, to meet which it is of vital importance that there shall be complete confidence and constructive cooperation in the handling of all problems of interlocking interest.

It is in this spirit that this understanding is entered into by both parties.

Section II. The Employer recognized Union as the sole bargaining representative of all store employees in stores serviced by the Orange Warehouse of Employer, and agrees that all such store employees shall be members of the Union in good standing.

Section III: New employees may be secured from any source the Employer desires, former employees of the Company with satisfactory records being considered first. Such new employees shall become members of the Union not later than four (4) weeks from the date of their employment.

Section IV: There shall be no discrimination against any employee because of membership in Local #1245, it being agreed that Union duties and activities will not be carried on during hours of store employment. This shall not prevent Union officials entering the stores to satisfy themselves that this Agreement is being observed.

Section V. The Company will meet the Grievance Committee, or any authorized OFFICIALS of the Local, at any reasonable time to discuss grievances of the employees with the intention of adjusting same.

The Local agrees to cooperate with the Company to endeavor to correct inefficiencies of members which might otherwise necessitate disciplinary action or dismissal from the service.

Section VI: Should it be found impossible to arrive at a mutually satisfactory adjustment of any grievances it will then be turned over to a Board of Arbitration, consisting of one (1) member to be selected by the Company, one (1) member by the Local, the two then to select a third who shall act as Chairman.

A Board of Arbitration in such cases shall be appointed within two (2) weeks after the grievance is first discussed, and the decision of the Board shall be given within seven (7) days after its appointment, its decision to be final and binding upon both parties.

In like manner, and subject to the same terms and conditions, the Company shall have equal right to have its grievances submitted to a Board of Arbitration.

Section VII. In any case of discharge or lay-off in which the employee is found by the Board of Arbitration to have been unjustly removed from his position, he shall be returned to his former position, or its equivalent, with full pay for time lost.

Section VIII. Any member of the Local being elected to permanent office, or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence, and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate plus any increase that may have become effective during his absence. Should future Agreements between parties mutually provide for a reduction in wages prior to his return, his compensation will be subject to such reduction.

Section IX. In matters of promotion, demotion or transfers from one type of work to another, or from one location to another, the Company reserves the right to exercise its own judgement respecting the ability of employees so concerned to perform the duties assigned them, seniority to prevail with ability and practicability to be considered.

Section X : Recognizing the complete dependence of the general public on uninterrupted sources of food supply, and acknowledging the special responsibility of the parties to this agreement to maintain such sources of supply for the common good----

It is mutually agreed by the parties to the Agreement that there shall be no strike, lockout, or stoppage of work during the life of this Agreement, and that any differences or misunderstandings which may arise between the contracting parties shall be amicably adjusted by and between themselves, and if the parties themselves cannot amicably adjust the differences, then the matter shall be referred to a Board of Arbitration as provided in Section 6 hereof.

Section XI : It is agreed by both parties to this agreement that the following are just causes for dismissal: Theft, shortage in accounts, sabotage, creating hazards of safety of health, smoking on the premises except where expressly permitted, reporting for work intoxicated, repeatedly late for work, gambling, sale or use of intoxicants or narcotics on the premises or contiguous thereto, incompetence, insubordination, continued absence without leave, or any action which brings the good name of the Company into ill repute. Nothing herein shall deny to the Union its rights under Section 5 of this agreement.

Section XII: (a) All work performed on Sundays and the following legal holidays shall be compensated at the rate of double time, i.e., straight time plus straight time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas day, except as follows:

(b) Store employees shall cooperate with the Company in the taking of stock six times each year without extra wage compensation. For time consumed in the annual stock taking on New Year's Day, and the semi-annual stock takings. the compensation is time off.

(c) In areas where major competitors force the company to keep its stores open for a half day on Fourth of July, and on Labor Day, no extra wages shall be paid for time so worked, but the store employees so involved shall be given equivalent time off without loss of pay. Major competitors includes large stores, either chain or individually owned, or such combination of stores as forces the Company to meet competition on these days.

(D) Straight time shall be paid to the employees if there is no work to be performed on said holiday provided the employee works the day before, and the day after each such holiday, Sunday's excepted.

(E) Part-time employees who may be assigned to work will be guaranteed a half-days wages.

Section VIII To prevent any misunderstanding confusion of purpose, or conflict of authority in the conduct of the business of the Company, the following statement of fact is jointly accepted and agreed to by both parties of this Agreement.

In all matters having to do with the management of the business of the Company, and all the policies authority and responsibility for the conduct of same shall repose exclusively in the Management of the Company, and in no instance shall the Local or its representatives interfere with the exercise of such authority and responsibility. Nothing herein shall deny the Union's rights under Section 5 of this Agreement.

Section XIV. A vacation of one week with pay will be granted to all full time employees with one years' continuous service next preceding the regular annual vacation period.

Section XV: Working hours to continue as at present; all regular work to be performed without store hours; all work in excess of store hours to be on overtime basis, at the rate of time and one-half, except such provisions as are contained in Section #12, and except time required to wait on customers in the store at closing time, and to put away all perishable merchandise, and except time required by managers to make out necessary reports and orders. If major competitors extend or adjust store hours working hours will be adjusted according to communities.

Respecting clerks and cashiers, in areas where business conditions require a re-adjustment of daily work hours it is agreed that the hours of clerks and cashiers may be arranged on the basis of 8 hours work in 10 consecutive hours.

Section XVI. Effective March , 1938 an increase of One Dollar (\$1.00) per week will be granted all regular store employees included in this agreement. All regular part-time store employees working less than a full week will be paid on a pro rata basis accordingly.

It is further agreed that there will be no reduction in wages or wage scales during the life of this Agreement, except for permanent demotions or permanent transfers to lower paid work.

Section XVII During the vacation period managers acting as relief managers will receive the same compensation as the regular manager of that store, provided there be no reduction in compensation.

SectionXVlll-Continued

During the vacation period, clerks acting as substitutes managers will receive the same compensation as the regular manager of that store, provided there be no reduction in compensation.

Section XVlll. (a) Provision is made herein for classfied seniority on the basis of each General Superintendent's territory as an individual unit, with the further proviso that individual seniority lists may be set up for cities or towns or groups of small towns, within each territory as mutually agreed.

(B) Separate seniority lists to be set up for Grocery Managers, Grocery Clerks, Cashiers, Meat Managers, Meat Clerks, and regular part-time employees.

(C) In all cases seniority shall be calculated from the last employment date, l.e., continuous service from that date forward. Provided that employees of satisfactory record, who may be laid off and subsequently re-employed by the company within six months from the lay-off date, shall retain their former seniority standing regardless of the General Superintendent's territory to which they may be assigned.

(D) Where stores are shifted from the territory of one General Superintendent to another, the seniority rating of all employees of such stores shall be shifted to the seniority slate of the new General Superintendent.

(E) In all cases where an employee's seniority rating is shifted from one territory to another, whether because of a shifting of stores or voluntary application of the employee, the seniority of the employee so involved shall be fitted into the new seniority slate on the single basis of length of continous service.

(f) Respecting the employment, promotion, demotion, or laying off of managers, both grocery and meat, ability and practicability shall be considered in conjunction with seniority standing.

Respecting the employment, promotion, demotion, or laying off of clerks or cashiers, ability and practicability shall be considered in conjunction with seniority rights.

(G) School boys working after school hours shall not be eligible to seniority rating.

Section XIX The Union agrees to furnish to the Employer at least one Union Store Card for each of the Employer's stores covered by this Agreement, to be displayed on the premises. Such card shall remain the property of the and shall be surrendered to the Union upon demand. The Union further Agrees that it will promote the welfare of the Employer's business to the best of its ability among the various American Federation of Labor Unions in this Locality and the public at large, so long as no grievance exists.

It is mutually agreed that this Agreement shall be in full force and effect for a period ending 1940, and shall be legal and binding upon the parties hereto.

Signed this day of March 1938, by the duly authorized representatives of the parties hereto.

For the Employer:

For the Union
